



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: December 14, 2009

CBCA 518, 519, 764, 765, 1202

DICK CORPORATION/MATT CONSTRUCTION, A JOINT VENTURE,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Randall F. Hafer and Frank L. Bigelis of Kilpatrick Stockton LLP, Atlanta, GA; and Michael T. Ambroso of Dick Corporation, Pittsburgh, PA, counsel for Appellant.

Heather R. Cameron, James F. H. Scott, and Lesley M. Busch, Office of the General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **BORWICK**, and **GOODMAN**.

DANIELS, Board Judge.

Dick Corporation/Matt Construction, A Joint Venture (Dick/Matt) built the United States Courthouse in Fresno, California, under a contract with the General Services Administration (GSA). A series of disputes arose between the parties, and Dick/Matt eventually appealed to the Board GSA contracting officer decisions denying claims totaling \$9,868,463.87. The appeals were docketed as follows:

- CBCA 518: \$96,480 for alleged additional engineering costs associated with GSA Bulletin Nos. 19 and 26;

- CBCA 519: \$372,463.87 for alleged additional utility services incurred after Dick/Matt's planned substantial completion date;
- CBCA 764: \$430,500 for alleged wrongfully assessed liquidated damages;
- CBCA 765: \$624,821 for amounts withheld for alleged deficiencies; and
- CBCA 1202: \$8,344,199 for direct and indirect costs allegedly incurred due to (a) delays and impacts arising from design deficiencies and (b) GSA's maladministration of the request for information, change order, and punch-list processes.

The parties have now resolved their differences and asked the Board to issue a decision requiring GSA to pay to Dick/Matt the stipulated sum of \$4,750,000 plus interest, calculated at the applicable Department of the Treasury rate pursuant to the Contract Disputes Act, 41 U.S.C. § 611 (2006), from August 15, 2009, until the date of payment. The parties have represented that neither will seek reconsideration of or relief from a decision which adopts this stipulated settlement, and that neither will appeal such a decision.

Decision

Each of the appeals is **GRANTED IN PART**. GSA shall pay to Dick/Matt \$4,750,000 plus interest, calculated at the applicable Department of the Treasury rate pursuant to the Contract Disputes Act, 41 U.S.C. § 611 (2006), from August 15, 2009, until the date of payment. These funds shall be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304.

STEPHEN M. DANIELS
Board Judge

We concur:

ANTHONY S. BORWICK
Board Judge

ALLAN H. GOODMAN
Board Judge